

intent and meaning of the said Note and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void; otherwise, it shall remain in full force and virtue. And the said Mortgagor doth hereby assign, set over and transfer to the said Mortgagee, its Trustees and assigns, all of the rents, issues and profits of the said Premises accruing and falling due from and after the service of a summons issued in action to foreclosure this Mortgage after default in the condition thereof.

The original principal sum of the Note covers, includes and wraps around the aforementioned First Mortgage and the note secured thereby wherein Mortgagee hereunder became obligated to pay the initial principal sum of \$2,700,000.00, plus interest, to Charles D. Tuller, Jr., which note and First Mortgage were subsequently assigned to The Community Savings Bank, Rochester, New York.

By acceptance hereof, Mortgagee agrees, for itself and all subsequent holders of the Note, to perform all obligations required to be performed under the First Mortgage referred to above, and the note secured thereby, which are not obligations imposed upon Mortgagor by the Note, this Mortgage or any other instrument or document. This agreement by Mortgagee includes, but is by no means limited to, the obligation to pay when due all payments of principal and interest due pursuant to the note secured by the First Mortgage. The obligation of Mortgagee pursuant to the provisions of this paragraph shall terminate upon the first to occur of the following: (i) the expiration of the statutory period of redemption after a judicial foreclosure sale under this Mortgage; or (ii) the full release of this Mortgage.

Should Mortgagee fail to perform any of the obligations which Mortgagee is obligated to perform pursuant to the Note or the First Mortgage, Mortgagor may perform same directly for the benefit of Mortgagee, and any amounts paid by the Mortgagor in so performing the obligations of Mortgagee shall be credited to the next following installment(s) due under the Note.